

PROJECT NO. F01R5200281



**DEPARTMENT OF
BUDGET & MANAGEMENT**

Invitation for Bids

NETWORKMARYLAND™ FIBER PATH AND PAROLE TOWER FIBER SPUR

Issue Date:

June 14, 2005

NOTICE

SMALL BUSINESS RESERVE PROCUREMENT

This procurement has been designated a Small Business Reserve procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Contract to be awarded under this solicitation may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid/Proposal Number: **IFB #F10R5200281 entitled: "networkMaryland™ Fiber Path and Parole Tower Fiber Spur"**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We can not be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bid

**NETWORKMARYLAND™ FIBER PATH AND
PAROLE TOWER FIBER SPUR**

IFB Issue Date: June 14, 2005

IFB Issuing Office: Department of Budget and Management

Procurement Officer: Susan Woomer
410-260-7191(Phone)
410-974-3274 (Fax)

Bid(s) are to be sent to: Department of Budget and Management
Office of Policy Analysis
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Attn: Susan Woomer

Pre-Bid Conference: **June 21, 2005 @ 10:00 AM (local time)**
Department of Budget and Management
45 Calvert Street,
Annapolis, MD 21401

Written Questions Subsequent to the Pre-Bid Conference
Accepted Until: **June 30, 2005**

Closing Date and Time: **July 8, 2005 @ 2:00 PM (local time)**

NOTE

Prospective Bidders who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Issuing Office, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget and Management is soliciting Bids to procure a certified Small Business Reserve contractor to provide a firm, fixed price for the installation of a Fiber Optic Cable path along State owned Right of Way for the expansion of networkMaryland™. The project consists of installing approximately 16,600 feet of conduit and pulling in approximately 20,000 feet of fiber optic cable. The project is composed of two segments, the Parole/Armory Segment (Segment 1) and the Parole/Annapolis Segment (Segment 2), both of which will be bid as a single project. Each Segment represents a separate fiber path that may be installed concurrently.

1.2 BACKGROUND

The Network Management Division of the Department of Budget & Management is in process of continuing the build out of the networkMaryland™ wide area network infrastructure for the purpose of linking all areas of the State of Maryland for communication and data. This major information technology project has been underway for over five years reaching all regions of the State. Critical to the provision of service to the Eastern Shore of Maryland is the completion of the fiber build from the Parole area to the National Guard Armory tower and build to Annapolis area. This is a major prerequisite to the completion of the networkMaryland™ project and must be completed and tested at the earliest date possible.

1.3 ABBREVIATIONS

For purposes of this Invitation for Bids (IFB), the following abbreviations have the meanings indicated below:

BPW means the Board of Public Works.

COMAR means the Maryland Code of Regulations.

DBM means the Department of Budget and Management.

BOCA means Building Officials Code Administrators.

NEC means National Electrical Code.

EIA means Electronic Industry Alliance.

TIA means the Telecommunications Industry Association.

1.4 ISSUING OFFICE

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the Issuing Office address listed below. The Procurement Officer is:

Susan Woomer
Department of Budget and Management
Office of Policy Analysis
Procurement Unit
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7191
Fax #: 410-974-3274
E-mail: swoomer@dbm.state.md.us

1.5 PRE-BID CONFERENCE

A Pre-Bid Conference will be held on **June 21, 2005 at 10:00 AM (local time)** at the following location:

Department of Budget and Management
Room 164A
45 Calvert Street,
Annapolis, MD 21401

Attendance at the Pre-Bid Conference is mandatory. All interested bidders must register prior to the date of the pre-bid conference. Registration is limited to a maximum of three (3) attendees from each bidder company.. Immediately following will be a site visit to the Annapolis National Guard Armory, the main terminus for the Segment 1 fiber spur. Bidders may have up to a maximum of four (4) representatives per company in attendance at the site visit.

A SITE AND ROUTE INSPECTION IS MANDATORY (see Section 1.7).

The State Project Manager:

Mr. Denis McElligott
Office of Information Technology
Department of Budget and Management
45 Calvert Street
Annapolis, MD 21401
Telephone #: 410-260-6125
FAX 410-974-5675
dmcellig@dbm.state.md.us

The State Program Manager:

Mr. Jason Ross
Director for networkMaryland
Office of Information Technology
Department of Budget and Management
45 Calvert Street

Annapolis, MD 21401
Telephone #: 410-260-7279
FAX 410-974-5675
jross@dbm.state.md.us

1.6 QUESTIONS

Written questions for the Pre-Bid conference must be submitted to the Issuing Office by June 20, 2005. Questions, both oral and written, will be accepted from prospective bidders attending the Pre-Bid Conference. Any questions subsequent to the Pre-Bid conference must be submitted in writing to the Issuing Office by June 30, 2005, and will be answered in writing. Questions may be submitted by facsimile or e-mail and must contain company and individual identification including address and telephone number. A summary of the Pre-Bid Conference and all questions and answers will be distributed to all prospective bidders known to have received this IFB.

1.7 SITE and ROUTE INSPECTION

Immediately after the pre-bid conference an inspection of the Parole tower on the grounds of the Annapolis National Guard Armory site will take place. The Engineering Design Drawings containing all engineering specifications and installation requirements is attached under **ATTACHMENT F, Engineering Design Drawings** and made a part hereof. A site and route inspection by each bidder is mandatory.

1.8 CLOSING DATE

An original and five (5) copies of each Bid must arrive at the Issuing Office by **July 8, 2005 @ 2:00 P.M., local time**, in order to be considered. Requests for extension of this date or time will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, Bids or unsolicited amendments to Bids arriving after the closing time and date will not be considered. Bids delivered by facsimile will not be considered.

1.9 DURATION OF OFFER

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

1.10 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's Bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.11 CANCELLATIONS; DISCUSSIONS

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB.

1.12 INCURRED EXPENSES

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a Bid, or in performing any other activities relative to this solicitation.

1.13 DISPUTES

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.14 MULTIPLE OR ALTERNATE BIDS

A bidder may not submit more than one Bid. Multiple or alternate Bids will not be accepted. The bidder is required to bid the entire project to be accepted.

1.15 ACCESS TO PUBLIC RECORDS ACT NOTICE

A bidder should identify those portions of its Bid that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.16 BIDDER RESPONSIBILITIES

The State will enter into contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the Bid must be included in the Bid.

1.17 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a bidder, if selected for award, agrees to the terms of this IFB and the provisions in Attachment A, Sample State Contract, made a part hereof.

1.18 BID/PROPOSAL AFFIDAVIT

A completed Bid Affidavit must accompany all Bids submitted by a bidder. A copy of this Affidavit is included as Attachment B of this IFB.

1.19 CONTRACT AFFIDAVIT

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included and made a part hereof as Attachment C of this IFB. This Affidavit need not be submitted with a bidder's Bid but must be provided upon notice of contract award.

1.20 ARREARAGES

By submitting a response to this solicitation, the bidder represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

1.21 PROCUREMENT METHOD

This contract will be awarded in accordance with the Competitive Sealed Bidding process under Maryland Code of Regulations (COMAR) 21.05.02.

1.22 OPENING AND RECORDING OF BIDS

Bids will be opened in accordance with the provisions of COMAR 21.05.02.11B. Specifically, the bids will be opened on **July 08, 2005 at 2:30 P.M. (local time) in room 163 located at 45 Calvert Street, Annapolis, MD 21401.**

Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid

1.23 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

1.24 NO BID STATEMENT

Vendors not responding to this solicitation are required to submit the “Notice to Vendors/Contractors” form, which includes the company information and the reason for not responding (i.e., too busy, can not meet mandatory requirements, etc.).

1.25 AWARD BASIS

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable bid price for providing the goods and services, as specified in this IFB. The most favorable bid price will be based on the Total Price Bid in Attachment D, Price Bid Form, attached hereto and made a part hereof.

1.26 PERFORMANCE PERIOD/PROJECT COMPLETION

Time is of the essence with respect to the work specified in this IFB and the Contract. All work required by the Contractor will be prosecuted diligently and without delay. The successful Bidder must begin work under the contract within fourteen (14) days of receipt of a notice to proceed from the State. **Segment 1, Parole/Armory must be completed within 60 calendar days of Notice to Proceed. Segment 2, Parole/Annapolis must be completed within 120 calendar days of Notice to Proceed.** “Completion” means that all work required hereunder has been performed to the satisfaction of the State and all deliverables that are subject to acceptance testing by the State or its designee hereunder have successfully completed such acceptance testing. Work shall also not be deemed “completed” if there are so-called “punch list” items that are still outstanding.

1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.28 FALSE STATEMENTS

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.29 SMALL BUSINESS RESERVE PROCUREMENT

- (a) This procurement has been designated a Small Business Reserve procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Contract to be awarded under this solicitation may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.
- (b) A “Small Business” is a business, other than a broker, that meets the following criteria:
- The business is independently owned and operated;
 - The business is not a subsidiary of another business;
 - The business is not dominant in its field of operation;
 - The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
 - The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

- (c) For more information about the Small Business Reserve program visit:

<http://www.dgs.state.md.us/MBE/faq.html>

- (d) A Small Business is not the same as a Minority Business Enterprise, but a business can be both if it has been qualified as a Small Business and has been certified by the Maryland Department of Transportation's (MDOT) Minority Business Enterprise Program as a Minority Business Enterprise. For more information about the Minority Business Enterprise Program visit:

http://www.mdot.state.md.us/MBE_Program/index.html.

SECTION 2 - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 MANDATORY REQUIREMENTS

1. The Contractor shall be required to meet or exceed **EIA/TIA** specifications as well as all local, County, State and National (**BOCA**) building codes. Building materials and construction methods used will comply with the latest version of Maryland Department of Transportation's "**Standard Specifications for Construction and Materials**", which can be found at the following web site:
(<http://www.sha.state.md.us/businesswithsha/bizStadsSpecs/desManualStdPub/publicationonline/ohd/specifications.asp>)
2. The completed installations must comply in all respects with applicable rules of the Federal Communications Commission, EIA/TIA, BOCA and NEC standards.
3. The Contractor shall assume total responsibility for work, licenses, permits, approvals and liability insurance of any required items for himself and any required subcontractors.
4. The Contractor shall assume total responsibility for Field Locating of Underground Utilities.
 - a. The State Highway Administration is not a member of Miss Utility. Underground utilities have been plotted from available records and field observations, but are not necessarily accurate. The location of utilities shown on the plans are for information and guidance only. No guarantee is made of the accuracy of said locations. Therefore, utility locations shall be verified at least 500 feet in advance of placement of conduit and manholes, so that changes in cable, conduit and manhole placement and alignment can be made in the event of a conflict. It is the contractor's and sub-tier contractor's responsibility to field locate all underground utilities and obstructions prior to construction. Underground utilities shown on the plans are approximate locations only, others may exist. The contractor shall be responsible for notifying all utility companies before starting any excavation. Complete repair of any and all damages incurred shall be at the sole expense of the contractor. The Contractor shall hold harmless and indemnify the State from and against any and all liabilities, claims, actions, damages, costs, and/or expenses (including, by way of example only, attorneys' fees and disbursements) incurred or threatened that are attributable in whole or in part to the Contractor's (or any subcontractor of Contractor) failure to comply with the requirements of this Section 2.1.4.a.
5. All supplied materials shall be purchased, not leased. Supplied materials, including, but not limited to, conduit, inner-duct, manholes, and fiber termination panels, shall be new, unused and shall meet the latest design and fabrication standards of the Electronics Industry Association (EIA). **See Section 2.4.B for the detailed list of State Supplied and Contractor supplied materials**
6. The Contractor shall ensure that materials and installations are in conformance with the manufacturer's design specifications for all items included in the IFB.

7. The Contractor will be required to be fully aware and obtain a working knowledge of ongoing State Highway Administration (SHA) projects along Rt. 50 and Rowe Boulevard and will schedule work in close coordination with SHA Project Engineers for SHA Contract AA601570 and SHA contract AA6015171. They can be contacted by calling the SHA District 4 office at (410) 321-2810 and referencing the contract number.
8. The Contractor shall supply the DBM Project Manager (see Section 1.5) with weekly written progress reports per Segment, including but not limited to detailed number of feet of installed fiber since prior report, overall fiber footage installed to date, performance planned for the coming week, identification of issues or obstacles to progress, and projected completion date for each Segment. The State reserves the right to call on-site meetings at any time and from time-to-time as the State determines is necessary and the Contractor will not be compensated additional amounts for any such meetings.
9. The Contractor shall provide all bills of sale and warranties for the supplied materials to be turned over to the State Program Manager prior to the final invoicing. (see Section 2.4.B). Titles, certificates of origin, or other documentation shall be supplied for all material provided, in form and content satisfactory to the State. The documentation shall indicate that the material is the property of the State of Maryland, free and clear of liens or other security interests.

2.2 WORK SITE DAMAGES AND INSURANCE

Any damage to finished surfaces, roadways, surrounding areas, improvements, buildings, etc., from this installation shall be repaired to the damaged party's satisfaction at the Contractor's sole expense. The bidder shall submit, with the bid response, a copy of the liability insurance policy showing coverage in the event of an accident, damage, or loss at the work site. This policy shall cover Contractor and all subcontracted personnel as well as, by way of example only, automobile and other vehicles, property liability coverage and workers' compensation coverage. The amount of the applicable minimum insurance limits of coverage shall be \$1,000,000 per each occurrence and \$2,000,000 aggregate coverage annually. All such insurance coverage is subject to the State's approval, such approval to not be unreasonably withheld or delayed.

2.3 MINIMUM QUALIFICATIONS

The Contractor shall identify at least one Site Foreman, who shall have a minimum of five (5) continuous years of documented (by references and work history) experience, including but not limited to:

- Fiber Optic Outside Plant Construction
- Construction of Utilities along the Right of Way
- Installation of Conduit and Manholes

The Contractor shall identify the Project Manager, who shall have five (5) continuous years for documented (by references and work history) experience, including but not limited to:

- The management and coordination of the installation of conduit, inner-duct and manholes
- The management and coordination of necessary heavy equipment to install utility infrastructure along the Right of Way, including Directional Bore Machinery
- The coordination and supply of necessary traffic management as required by the State Highway Administration, District 4 Traffic Management office.
- The coordination of site work necessary to provide Outside Plant Fiber Optic Infrastructure including but not limited to the installation of manholes, conduit and pulling of fiber optic cable

Documentation supporting these minimum qualifications for each position identified shall be included with the bid submission. The Contractor shall identify Contractor's Project Manager and Contractor's Site Foreman(s) and shall, with bid submission, provide in writing, the name, business mailing address, cellular telephone number, and emergency contact telephone number for each of these individuals to the State Project Manager; and the State Program Manager.

2.4 SCOPE OF WORK

A. General Requirements:

- ❑ Manholes are to be placed as indicated approximately every 800 – 900 feet.
- ❑ Fiber markers as specified in Attachment F are to be placed approximately every 1000 ft and at either side of a road crossing.
- ❑ The project shall proceed as indicated in the direction of the stationing from the starting point at the existing manhole, moving east toward Rowe Boulevard.
- ❑ The construction of the section along Route 50 to station 48+00 and the spur to the Parole National Guard tower are the priority for the State. If possible, this portion of the project should be built in parallel to ensure timely completion.

B. Primary Core Materials List and Responsible Provider

1. State Supplied Materials

1.25" HDPE conduit- (3x14071 ft, +22ft for transition) 42235 feet
144-count single mode fiber optic cable 19837 feet

2. Contractor Supplied Materials

4'x4'x4' precast manholes –32
Manhole frames for 4'x4'x4' precast manholes - 32
Manhole lids for 4'x4'x4' precast manholes – 32

NOTE: The Plans and Specifications, Attachment F, incorrectly states that this item will be owner supplied

Fiber optic cable markers- 63
4" Schedule 40 PVC pipe- 430 ft
4" HDPE SDR11 pipe- 373 ft
4" Schedule 40 Black Steel Pipe- 222 ft
6" Schedule 40 Black Steel Pipe- 337 ft
Assorted hardware for 2 underground to bridge attachment transit

C. Fiber Path Installation

Section1: Locate, cut and splice 2 vacant SHA owned 1.25" conduits from existing Level 3 manhole into a new manhole at 0+87, and relocate 2 existing southbound conduits into the new manhole. Place 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes along the westbound lanes of Route 50 as detailed in design drawings. At approx. station 12+27, a 4'x4'x4' manhole will be placed to allow the transition from underground to bridge attachment as shown in detail drawings. At Approx station 15+93 a 4'x4'x4' manhole will be placed to allow the transition from bridge attachment to underground conduit. Continue placing 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes along the westbound lanes of Route 50 as detailed in design drawings.

Parole Tower Spur: At approximately station 48+00 on the westbound lanes of Route 50 a 4'x4'x4' manhole will be placed to allow the construction of a fiber spur crossing under Rte 50 and extending approximately 1025 feet to the Parole tower shelter on Hudson St. This manhole will have a single 4" HDPE conduit crossing underneath Route 50 and onto the National Guard Armory property as noted in the design drawings. The path along Route 50 with 3 1.25" HDPE conduits will enter and exit the same manhole as noted in the design drawings. A 4'x4'x4' manhole will be placed in the state right of way at the point at which the 4" conduit will enter the National Guard property, roughly at station 5+32 of this spur. At the Parole tower shelter, a 4" core bore of the building wall will be required to permit the 4" conduit to enter the shelter itself.

Section 2: Continue placing 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes along the westbound lanes of Route 50 as detailed in design drawings. At approx. station 67+87, a 4'x4'x4' manhole will be placed to allow the transition from underground to bridge attachment as shown in detail drawings. At Approx station 73+03 a 4'x4'x4' manhole will be placed to allow the transition from bridge attachment to underground conduit. At approx. station 90+00 the 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes will follow the path along the ramps as noted in the detailed drawings to transition to Rowe Blvd, at approx station 103+00 where it will cross under to the northbound side of Rowe Blvd.

Section 3: Continue placing 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes along the northbound lanes of Rowe Blvd as detailed in design drawings. At approx station 123+11, place a 4'x4'x4' manhole on the northbound side and bore to a 4'x4'x4' manhole placed at approx station 124+74 on the southbound side of Rowe Blvd. Continue placing 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes along the southbound lanes of Rowe Blvd up to approx station 129+00 where a 4'x4'x4' manhole will be placed to allow the transition from underground to bridge parapet as shown in detail drawings. At Approx station 154+75 a 4'x4'x4' manhole will be placed to allow the transition from bridge parapet to underground conduit. At approx station 159+60, place a 4'x4'x4' manhole on the southbound side and bore to a 4'x4'x4' manhole placed at approx station 160+65 on the northbound side of Rowe Blvd. Continue placing 3 1.25" HDPE conduits, fiber markers and 4'x4'x4' manholes along the northbound lanes of Rowe Blvd to approx station 165+90, where a 4'x4'x4' manhole will be placed to allow transition into existing state manhole system at approx station 166+24. Core bore the existing manhole and place 3 1.25" HDPE conduits between the new manhole and the existing manhole.

Fiber Placement: The contractor will pull a State provided 144 Count fiber optic cable through the orange inner duct and leave a 50 foot slack loop in each manhole as indicated in the design drawings. At the manhole located at approximately station 48+00, a three - way path intersection occurs. In this manhole the contractor will leave a 50 ft slack loop for the main fiber optic path along the Route 50 right of way and a 100 ft slack loop for the fiber optic cable pulled into the Parole National Guard Tower spur leading to the shelter. Inside the tower shelter, a 50 ft slack loop is also required. The remainder of the fiber optic path will require the fiber to be pulled in the orange inner duct with 50 or 100 ft slack loops as noted in each manhole.

1. In addition to contacting Miss Utility for identification of utility lines, the Contractor shall locate and redline (paint) all utility lines along the physical construction path, included but not limited to, Rt. 50 Rights of Way, Maryland National Guard property, and the tower and equipment shelter site. The Engineering Design Drawings (Attachment F), including but not limited to, all notes, callouts and requirements shall be followed to complete the installation.

State will provide the 3-1.25" HDPE as specified in Attachment F, attached hereto and made a part hereof. The contractor is responsible for the transportation, security and storage of the State provided conduit and fiber. **Contractor needs to pick up conduit (inner-duct) and fiber. The conduit is stored in 2500 ft. lengths along with the fiber at the Maryland State Highway Administration (SHA) Communications cable storage facility. The address of the facility is 5901 Baltimore National Pike, Baltimore, MD 21228 (Exit 15 and I-695). Coordination for the pick up of materials will be made through the State Project Manager. Any State owned fiber not used in the completion of the contract will be returned.**

2.5 COMMENCEMENT OF WORK

Work in response to this IFB shall be initiated only upon issuance of a fully executed Notice to Proceed, authorized by the State Program Manager.

2.6 INVOICING

The contractor is responsible for billing the Department within 15 calendar days of the close of each calendar month wherein any billable contractor work was completed.. Invoices shall be sent to the State Program Manager as identified in Section 1.5, in accordance with the contract and itemized to separate the cost of the individual Project Line Items identified in the Price Bid Form, Attachment D. Invoices submitted without the required definitive information will be returned to the Contractor for clarification and may delay payment.

Invoices - Invoices must be signed and dated and include: the DBM-issued Purchase Order (P.O.) number, the contractor's social security number or Federal Tax ID number the contractors mailing address for payment, a description of the contract progress being billed, including specific feet of fiber installation completed, the calendar period covered

by the Invoice, and the total amount. **No portion of the installation route may be invoiced unless it has been returned to “original condition” and accepted by the Project Manager in accordance with the acceptance procedures set forth in Section 2.8.**

Payments - Payments will be made subject to inspection and testing of the fiber by a State provided Independent Consultant.

The path needs to be restored to an “original condition” on a continuous basis. Invoices submitted for sites that have not been restored to “original condition” will be returned without payment.

Retainage – All invoices paid will have 10% of their total withheld as contract retainage. The balance of the contract retainage will be paid only after Final Acceptance and Sign-Off as noted in Section 2.8.

2.7 DOCUMENTATION

The contractor shall provide a complete “as built” of the fiber path to include but not be limited to any changes from the Engineering Design Drawings in the location of the path, manholes, markers, etc. This information shall be included in the documentation submittal as support for the final contractor invoice.

2.8 FINAL ACCEPTANCE SIGN-OFF

Final acceptance by the State Program Manager shall take place after the last of the following has occurred:

- a. Three (3) complete sets of “as-built” project documentation are provided and filed with the State of Maryland’s Project Manager.
- b. The State receives a satisfactory inspection report from an independent consultant, funded by the State to perform a Fiber Optic Infrastructure path inspection, and all deficient items identified in the inspection report have been corrected to the State’s satisfaction. The State reserves the right to perform additional path inspections to verify that deficient items have been corrected. Should the State require more than two path inspections to verify correction of deficient items, all costs of the additional inspections, beyond the second inspection, shall be deducted from the Contractor’s final payment.
- c. The State receives an inspection report from an independent consultant for testing the installed fiber optic cable for damage incurred during transport or installation. This testing will be paid for by the State to ensure the fiber was installed properly.
- d. All other deficiencies noted by the State have been corrected to the State’s satisfaction.
- e. The Contractor provides all bills of sale and warranties for the supplied materials to the State Program Manager, including titles, certificates of origin, or other

documentation that specifies a “lien free condition” and declares the owner as the State of Maryland.

SECTION 3 - BID PREPARATION AND SUBMISSION

3.1 BID FORMAT

- 3.1.1 Bidders must use and complete the Price Bid Form, Attachment D. Do not change or alter Attachment D. Changes and/or alterations to Attachment D may cause your Bid to be rejected.
- 3.1.2 Bidders must submit one copy of their bid in an electronic format. Submission should be on 3 ½" diskette or compact disc (CD) in WordPerfect (8.0 or earlier), MS Word (7.0 or earlier), Lotus (4.0 or earlier) or Excel (7.0 or earlier). Material not readily convertible to this medium must be identified and may be excluded.
- 3.1.3 Bidder agrees to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of your bid.
- 3.1.4 Do not alter any State attachments. Changes and/or alterations to any State Attachments may cause your Bid to be rejected.

3.2 PREPARATION OF BID SUBMISSION

An original and five (5) copies of each bid must be submitted. The original should be noted that it is the original and copies should be marked accordingly.

- 3.2.1 Bids must be submitted in sealed envelopes clearly marked as a bid with the project number and bid due date. Identification of the bidding company and address must be shown on the submission envelope.
- 3.2.2 Bids must be submitted to the Issuing Office identified in Section 1.4.
- 3.2.3 Bids must be delivered on time, on or before the Closing date and time specified in Section 1.8.

3.3 AUTHORIZED SIGNATURE

The authorized signature block must be signed by an individual who is authorized to bind the Bidder to all statements, including services and prices, contained in the bid.

3.4 BIDDER EXPERIENCE AND CAPABILITIES

Bidders shall include information on past experience with similar projects and pertinent corporate resources and shall include the following sections:

Bidders shall provide an overview of its experience rendering services similar to those included in Section 2 of this IFB. This description shall include a summary of the services offered, the number of years the Bidder has provided these services, the number of clients and geographic locations the Bidder currently serves, etc.

Bidders shall describe the corporate resources that will be available to support this contract.

Bidders shall provide references from its customers who are capable of documenting:

- a. The Bidder's ability to manage projects of comparable size and complexity.
- b. The quality and breadth of services provided by the Bidder.
- c. Each client reference to include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization.
- d. The services provided, scope of the contract, geographic area supported, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).
- e. An explanation of why the Bidder is no longer providing the services to the client organization, if the Bidder is no longer serving this client.

3.5 FINANCIAL CAPABILITIES AND INSURANCE

The Bidder shall include the following:

- a. Evidence that the Bidder has financial capacity to provide the services.
- b. Copies of the last two (2) year-end financial statements and an unaudited analysis of those financial statements/reports.
- c. A copy of the Bidder's current certificate(s) of insurance (see Section 2.2) which, at a minimum, should contain the following:

Carrier (name and address)
Type of insurance
Amount of coverage
Period covered by insurance
Exclusions

3.6 LEGAL ACTIONS STATEMENT

The Bidder shall provide a statement as to whether there are any outstanding legal actions against the Bidder.

3.7 ADDITIONAL SUBMISSIONS REQUIRED WITH BID:

- ◆ Bid/Proposal Affidavit - Attachment B
- ◆ Attachment E – Site Inspection Verification Form
- ◆ Acknowledgement of the receipt of all amendments to the IFB, if any (Section 1.10).
- ◆ Evidence of Bidder's Liability Insurance coverage (Section 2.2)

ATTACHMENTS

- A Sample Contract
- B Bid/Proposal Affidavit
- C Contract Affidavit
- D Price Bid Instructions and Form
- E Site Inspection Verification Form
- F Engineering Design Drawings

ATTACHMENT A

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2005 by and between _____ and the **STATE OF MARYLAND**, acting and through the **MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**, a principal unit of State government.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.2 “Contractor’s Information” means proprietary works of authorship, that have been created for others, including without limitation software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor before the issuance of the IFB.

1.3 “Department” means the Maryland Department of Budget and Management.

1.4 “Procurement Officer” means Sue Woomer, Department of Budget and Management.

1.5 “IFB” means the Invitation for Bids, Project No. F10R5200281

1.6 “State” means the State of Maryland.

2. Scope of Work

The Contractor shall provide services, materials and equipment to install a conduit system and fiber optic cable in the State Right of Way to connect from the existing State manhole on West bound Route 50 in Parole, MD to Rowe Blvd. (MD-70). This requires the installation of approximately 16600 ft of conduit and xxxxx ft of fiber cable. A fiber spur will be completed to the Parole Tower located at the National Guard Armory. This project will extend the Department of Budget and Management’s TM backbone.

In the event of a conflict between provisions of the Contract documents, the controlling provisions shall be, in this order: First, the provisions of this Contract including any contract modifications executed by the parties; Second, the Invitation

for Bids # _____, and any attachments and addenda thereto; Third, the Contractor's Bid.

2.1 Changes

(1) The Procurement Officer, subject to any additional approvals required by State law, must first approve any amendment to this Contract in writing. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged. The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- (a) In the specifications (including drawings and designs);
- (b) In the method or manner of performance of the work;
- (c) In the State-furnished facilities, equipment, materials, services, or site; or
- (d) Directing acceleration in the performance of the work.

(2) Any other written order or an oral order, including a direction, instruction, interpretation or determination from the Procurement Officer that causes any such change shall be treated as a change order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(3) Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(4) Subject to paragraph (6), if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (2) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(5) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (1) above or the furnishing of written notice under (2) above, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under (2) above.

(6) Each Contract modification or change order that affects Contract price shall be

subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

(7) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

3. Time for Performance.

Following completion of Contract award, the Contractor must commence performance of the contract within 14 days of receipt of a notice to proceed. Contractor's performance must be completed for the Parole Tower spur within 60 calendar days of receipt of the notice to proceed. The Rowe Boulevard Segment must be completed within 120 calendar days of the receipt of the notice to proceed. Both projects may be worked concurrently

4. Consideration and Payment

Consideration to be paid to the Contractor shall be determined upon award in accordance with the IFB and the Contractor's Bid. Payment to the Contractor shall be made in accordance with the Contract documents and Section 2.6 Invoicing.

4.1 Each invoice must reflect the Contractor's federal tax identification number, which is _____, itemized individual Project Line Items as identified in the Price Bid Form, Attachment D, the period covered for the work performed, and an authorized signature certifying the accuracy of the content. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after final acceptance has occurred under Section 2.8 of the IFB and certification is received from the Comptroller of the State that all taxes have been paid.

4.2 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

5. Rights to Records

The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. Contractor's Information shall not be the property of the Department. To the extent that Contractor incorporates any of Contractor's Information into the documents and materials delivered under this Contract, Contractor hereby grants to the State a royalty-free, non-exclusive

license to use such Contractor's Information solely for the State's use and that of its agents. Notwithstanding anything to the contrary in this Contract, Contractor shall have the right to retain a copy of all its work papers and administrative records but shall not be entitled to use such documents except for the benefit of the State of Maryland or the Contractor's internal record keeping requirements.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain, at its sole cost, the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent, trademark, trade secret, or copyright, the Contractor will defend the State and the Department against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Insurance Requirements

The Contractor shall maintain general liability insurance, including, by way of example only, coverage on owned and leased automobiles and other types of vehicles, written on an occurrence basis with minimum coverage limits of \$1,000,000 per each occurrence, and \$2,000,000 aggregate coverage annually. The State of Maryland will be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance

evidencing this coverage will be provided prior to the commencement of any activities under the IFB and this Contract. No insurance required hereunder may be cancelled or changed materially without at least thirty (30) days prior written notice to the State. If at any time the State determines that the insurance coverage required hereunder is not in effect, or has been changed to have a material impact on the State's risk exposure, the State may procure such insurance on behalf of the Contractor and withhold the costs of any such insurance coverage from payments due the Contractor. If there are no payments due the Contractor at that time, the State reserves the right to pursue collection of any such amounts due the State.

9. Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies), as from time to time amended. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the Procurement Officer shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

17. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the

Contractor or the subcontractors or suppliers.

18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract close out and final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit

variances. Contractor shall not be compensated for providing any such cooperation and assistance.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

24.1 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

24.2 Contractor acknowledges and agrees that certain materials, supplies, fuel and equipment it is required to provide to perform its obligations under this Contract are subject to certain taxes and surcharges and that the Contractor remains liable for the payment of any such taxes and surcharges and that the fact the same are being used to complete work for the State does not entitle the Contractor to any exemption from or mitigation or waiver of such taxes and/or surcharges.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, any such prior written approvals in connection with a subcontract or assignment to be within the sole and absolute subjective discretion of the State. Any such subcontract or assignment shall include the terms of sections 9, and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Indemnification

The Contractor shall indemnify the State from and against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

26.1 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.2 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.3 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

27. Implementation of the "Buy American Steel" Act

The Contractor shall supply only domestic steel products as defined in COMAR Title 21.11.02. The Contractor shall submit to the procurement officer a statement that the steel products are of domestic origin. After the award of the contract the Procurement Officer is authorized to verify the sources of supply of steel products that are to be incorporated into the work performed under this contract.

28. Differing Site Conditions/Site Investigation

28.1 Differing Site Conditions

28.1.1 The Contractor shall promptly, and before such conditions are disturbed, notify the Procurement Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Procurement Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

28.1.2 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in 28.1.1 above; provided, however, the time prescribed therefore may be extended by the State.

28.1.3 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

28.2 Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.

29. Removal of Defective Work

All work and materials, which do not conform to the requirements of the Contract, will be considered unacceptable.

29.1 Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, design error or omission by the Contractor or his subcontractors and suppliers at any tier, or any other cause, shall be promptly removed and replaced by work and materials which shall conform to the Contract requirements or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer.

29.2 Upon failure on the part of the Contractor to comply promptly with the provisions of this section, the State shall have authority to cause defective, unauthorized, or unacceptable work to be remedied, removed, or replaced at the Contractor's expense.

30. Use of Contractor's Forms Not Binding on State

The use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the Contract Documents, used pursuant to or in the administration of any Contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein

31. Administrative

31.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The State has designated a Project Manager under Section 1.4 of the IFB who will make all on-site decisions and provide a single point of contact for installation and construction issues.

31.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Mr. Jason Ross, Director Networks Division

Department of Budget and Management
45 Calvert Street, room 422
Annapolis, MD 21401

If to the Contractor: (To be completed):

32. Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

33. Guarantee of Performance by _____. (If Applicable)

[corporate name of parent corporation] hereby guarantees absolutely the full, prompt and complete performance by " [subsidiary/the Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. " [corporate name of parent]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State. " [corporate name of parent]" further agrees that if the State brings any claim, action, suit or proceeding against "[subsidiary]", "[corporate name of parent]" may be named as a party, in its capacity as Absolute Guarantor.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By:
Title: _____

Date

Witness: _____

STATE OF MARYLAND

By: DEPARTMENT OF BUDGET AND MANAGEMENT

By:
Title: _____

Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, 2005.

Assistant Attorney General

Attachment B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article #6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Economic and Employment Development, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative
and Affiant)

BPAFF
7/1/99

ATTACHMENT C
COMAR 21.07.01.25
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____

(title)
and the duly authorized representative of _____

(business)
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____

Signature

(Authorized Representative and Affi

ATTACHMENT D PRICE BID FORM - INSTRUCTIONS

Instructions

In order to assist Bidders in the preparation of their bids and to comply with the requirements of this solicitation, Price Bid Form Instructions and a Price Bid Form have been prepared. Bidders must submit their bids on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the form or the bid will be rejected. The Price Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the firm to all prices offered.

The State reserves the right, at its sole discretion, not to purchase any equipment or services which are solicited under this RFB.

The Specifications for each Project Line Item requested is provided in Column A. Bidders are required to record the prices they are bidding for each Project Line Item listed in the Bid Price Column B, and then compute the Bidder's TOTAL PRICE BID (the Total of Project Line Items 1 through 26). The TOTAL PRICE BID shall be the basis for comparison of Bid Prices and recommendation for award.

- A) All Prices must be clearly typed or written in ink with dollars and cents, e.g., \$24.15.
- B) All Prices must be the actual price the State will pay for the proposed item per this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations that result in a fraction of a cent must be rounded to the nearest whole cent, i.e., \$1.025 would be rounded to \$1.03 and \$1.024 would be rounded to \$1.02.
- D) All goods or services required or requested by the State and proposed by the Bidder at No Cost to the State must be clearly entered in the Bid Price Column B with \$0.00.
- E) All goods or services required or requested by the State and Not Offered by the Bidder to the State must be clearly typed in the Bid Price Column B with N/O.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the Bid Prices.
- G) The State is exempt from the Maryland State Sales and Use Tax and other similar taxes and surcharges and most other excise and sales and use taxes. However, certain materials, supplies, fuel and equipment Contractor is required to provide to perform its obligations under this Contract are subject to certain taxes and surcharges and Contractor remains liable for the payment of any such taxes and surcharges notwithstanding the fact the same are being used to complete work for the State. Such use does not

entitle the Contractor to any exemption from or mitigation or waiver of such taxes and/or surcharges.

- H) Any goods or products provided by the Contractor hereunder are delivered to the State F.O.B. State-designated location and Contractor may not add on any charges or fees for handling, transportation, delivery, or any other matter. All prices specified by Contractor under this Contract are the installed and as accepted price by the State and the Contractor shall not be entitled to any additional compensation for causing any such deliverables to pass acceptance, unless the reason for non-acceptance was directly and solely attributable to actions by the State.

**ATTACHMENT D
PRICE BID FORM
PROJECT # F10R5200281**

PROJECT LINE ITEM (Column A)	BID PRICE (Column B)
A. Fiber Path Installation	
1. Installation of approximately 42,235 feet of State-provided 1.25" conduit	
2. Furnish and install a quantity of 32, 4'x4'x4' manholes with covers and supporting racks as specified or required. NOTE: The Plans and Specifications, Attachment F, incorrectly state that this item will be owner supplied. The contractor must supply it.	
3. Furnish and install 70 cable markers	
4. Furnish and install 4" HDPE SDR11 conduit, 373 feet	
5. Furnish and install 6" Schedule 40 BSP, 337 feet	
6. Furnish and install 4" Schedule 40 BSP, 222 feet	

7. Furnish and install 4" Schedule 40 PVC pipe, 430 feet	
8. Core bore and install one (1) 4" sleeve in concrete shelter wall	
9. Relocate 2 existing 1.25" conduits	
B. Fiber Installation	
10. Installation of approximately 19,837 feet of State provided fiber optic cable in conduit.	
TOTAL PRICE BID (The Sum of ITEMS #1 through 10	\$ (BASIS FOR AWARD)

SUBMITTED BY:

NAME OF BIDDER (COMPANY)

DATE

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

ADDRESS

PHONE NO. & FAX NO.

ATTACHMENT E

FIBER PATH INSPECTION VERIFICATION FORM

Company Name: _____
Address: _____
Telephone #: _____
Company Representative: _____

This is to certify that on this date _____ I performed a physical inspection of the entire Fiber Path for the Project, as the same is set forth on the Engineering Design Drawings designated as Attachment F, and

Check One:

_____ I have no questions with respect to the Fiber Path and/or any visible conditions in connection therewith.

_____ I have the following questions with respect to the Fiber Path and/or any visible conditions in connection therewith.

Signature of Company Representative

Date: _____

Signature of State Representative

Date: _____

(Note: A signed copy of this form must be submitted with your company's bid response)

ATTACHMENT F
ENGINEERING DESIGN DRAWINGS

HARD AND SOFT COPIES ARE AVAILABLE FROM THE STATE PROJECT
MANAGER SPECIFIED IN SECTION 1.5 OF THE IFB.